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9-1-1960

## Seattle-King County Pharmaceutical Society and Seattle Retail Drug Distributors Association and Pharmacists and Retail Clerks Union, Local 330 (1960)

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## Seattle-King County Pharmaceutical Society and Seattle Retail Drug Distributors Association and Pharmacists and Retail Clerks Union, Local 330 (1960)

### Location

Seattle, WA

### Effective Date

9-1-1960

### Expiration Date

9-1-1962

### Employer

Seattle-King County Pharmaceutical Society; Seattle Retail Drug Distributors Association

### Union

Retail Clerks Union

### Union Local

330

### NAICS

44

### Sector

P

### Item ID

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### Keywords

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### Comments

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AGREED CHANGES IN THE DRUG CONTRACT

All persons employed, who are engaged in selling or handling merchandise shall be members of the Retail Clerks Union, Local #330, including employees of concessionaires, and all other employees not coming under the jurisdiction of any other union, except the owner, non-selling executives, and those managers exempted by Section 12, Paragraph (b).

Employees not holding membership in the Union at the time of their employment or at the date of signing this Agreement, shall sign an application for membership in the Union within seven (7) days after going to work, and shall become members of the Union thirty (30) days from the date of their employment or the date of signing this agreement, whichever is later, as a condition of continued employment.

The Employer agrees not to keep in his employ, in the classifications listed herein anyone whose membership in the Union has terminated because of the failure to tender periodic dues or initiation fees uniformly required as a condition of acquiring or retaining membership in the Union.

Any new employee failing or refusing to secure membership in the Union as provided above shall, upon demand of the Union, be released from the employ of the Employer.

The Employer agrees to deliver to each new employee a notification kit from the Union outlining the provisions of this agreement and to send attached postcard properly filled out to the Union. These notification kits, including self-addressed, postage-paid postcard, shall be supplied by the Union to the Employers.

The Employer shall be the judge as to the competency of his employees and continuity of employment shall be based on the Employer's judgment of the merit and ability of the individual employees, provided, however, that no employee shall be discharged unjustly and, provided, however, that no employee shall be discharged or discriminated against for any Union activity or for performing service on a Union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

The Employer agrees upon request to make available to the Union quarterly a copy of the list of his employees from which his quarterly unemployment compensation report is compiled and their respective wage rates of preceding months. Upon request, this list shall be furnished within 10 days.

LEAVES OF ABSENCE

1. Emergency leave. Any employee may take an emergency leave of absence not to exceed two (2) weeks in the event of certified, serious illness or injury of the employee, or serious illness, injury or death in the employee's immediate family without prior notice; provided that the employee makes every reasonable effort to notify the Employer within twenty-four hours of the commencement of said leave. Said two (2) weeks automatic emergency leave of absence shall be a part of the time limits set forth in Paragraph 2 below.

2. For Pension Administration Purposes

Authorized Leave. To comply with provisions of the Pension Agreement, the Employer may grant leaves of absence not to exceed one year. Such leave shall be reported on the pension report turned in by the Employer for the last month the employee worked. There will be no extension of leave without approval of the Pension Board of Trustees.

For pension administration purposes, the Employer shall, when an employee leaves his employ, note on the pension report forms one of the following as reason therefore:

- A. Terminated
- B. Approved leave of absence
- C. Disability absence
- D. Military Duty
- E. War time relocation law or regulation
- F. Pregnancy
- G. Employment in the Seattle-King County drug store industry as an employer, or in a position not covered by the Collective Bargaining Agreement
- H. Service as an elected Union official
- I. Death

## WORK SCHEDULE

It is agreed that the Employer will make work schedules available to employees forty-eight (48) hours before the start of the work week. It is understood and agreed that the established work schedule may be changed as required by unexpected emergencies in the store. The work schedule will designate the employees' day off.

## PRE-DESIGNATED DAY OFF GUARANTEE

Any employee called for work on his pre-designated day off, as established in the work schedule provisions, shall be guaranteed eight (8) hours' work at the overtime rate of pay, with the exception that this clause shall not apply if, in order to cover the store, the employee is required to work in the event of emergency and no regular relief help is available.

## ROTATION OF WORK

Pharmacists & Salespersons. The Employer shall rotate five- (5) day full-time pharmacists and salespersons on night and Sunday work, except where such rotation adversely affects the Employer's operation.

Change Section 7 to read as follows:

7. It is understood that all claims for overtime or back pay must be made within ninety (90) days of the pay day such shortage appears, except that where there is evidence of continuous failure to pay the wages called for in this agreement, the time limit shall not apply.

Change Section 8 to read:

All employees with twelve (12) years' continuous service (instead of fifteen (15)) shall receive a total of three (3) weeks' vacation.

Change Section 8 (a) & 8 (b) to coincide:

(b) Regular part-time employees shall accrue vacation pay as follows: During first year of service, one (1) hour vacation pay for each fifty-two (52) hours worked the previous year. During the second year's employment two (2) hours' vacation pay for each fifty-two (52) hours worked. During the 11th year of service three (3) hours' vacation pay for each fifty-two (52) hours worked.

Section 9:

Improve the medical, hospital and insurance program by including family medical coverage with improved King County Plan, increased time loss payments to \$30 and \$45.

We suggest we examine the possibility of incorporating the payment of Health & Welfare and Pension into one payment on the same form, so as to cut down excess bookkeeping by the Employer.

Change Section 10 to read:

Retirement. Continuing through December 31, 1964, the Employer agrees to pay into the Seattle & King County Pharmacists' and Retail Drugstore Employees' Retirement Trust Fund the sum of seven and one-half cents (7½¢) for each hour any employee within the bargaining unit is compensated for, including holiday and vacation hours. Said payments shall be made by the tenth day of each following month and failure to make such payments in the time and manner described shall constitute a breach of this labor agreement.

The Retirement Fund is administered by a Board of Trustees, three of whom are selected by the Seattle-King County Pharmaceutical Society and the Seattle Retail Drug Distributors Association representing the Employer and three selected by the Union. The Retirement Plan and Declaration of Trust of this Retirement Fund is known as Appendix A of this Agreement, and is a part of this agreement.

All provisions of the Trust Fund are approved by the Internal Revenue Bureau. The Trust Fund is administered in a manner prescribed by the Trustees.

The Employer agrees to furnish such data as may be required by the trustees in administering and carrying out the provisions of the plan.

INSERT PENALTY CLAUSE HERE.

Add to Section 12:

As new, major lines of merchandise (i.e., but not limited to appliances, furniture, etc.) are introduced into the drug industry, the Union and the Employer shall at that time enter into negotiation to determine wages, hours and conditions for those departments. Provided agreement is not reached in ten (10) days, either side may request that it be settled by arbitration as provided for in this agreement.

For head sales persons, the Employer may negotiate with the Union for payment on a monthly basis, but this does not give the Employer the right to institute a monthly rate for any employee without first arriving at a contract with the Union.

#### INJURY ON THE JOB

When an employee is physically injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care; provided, however, that if after medical care the doctor releases the employee to return to work, the employee will be required to return and complete his scheduled shift. When such employee returns to work following the injury, and is certified as ready and able to perform all regular duties, but requires medical treatment as a result of the same injury, the Employer shall adjust the work schedules without penalty to the Employer, to provide both the time for medical care and the number of hours of work for which the employee is regularly scheduled.

#### BONUS PAYMENTS

All bonuses, discounts, and commissions paid or given to the employee shall not be considered as wages, but are to be considered for the purpose of this Agreement as extra compensation over and above the minimum wage provided for in this Agreement. All bonuses, discounts, and commissions are at the option of the Employer and may be changed or discontinued at any time without notice. Bonuses, discounts and commissions shall not be used to defeat the wage provision of this Agreement.

#### NEW CONTRACT

When a first contract is signed, the period of employment for vacation shall be measured from the last date of hire with the Employer.

#### CONDITIONS OF WORK FOR NEW EMPLOYEES

During the period an employee is not a member of the Union, the regular wages for the classification of said employee and all other provisions of this Agreement shall apply.

Experience of pharmacists shall be based on time that would be acceptable by the Washington State Board of Pharmacy. Provided, however, anything to the contrary herein notwithstanding, a pharmacist shall not be eligible to receive the wage scale for journeyman until he has had a minimum of 12 months' experience after graduation.

Section 19: Change by deleting "legal A.F.L.-C.I.O."

ADD NEW SECTION: SEPARABILITY CLAUSE. The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the undersigned Employer to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect, provided further, that in the event any provision or provisions are so declared to be in conflict with a law, both parties shall meet immediately for the purpose of renegotiation and agreement on provision or provisions so invalidated.

#### ADD NEW SECTION: RESPONSIBILITIES TO THE PUBLIC AND THE PHARMACY PROFESSION

The pharmacist must at all times conduct his profession in conformity with Federal, State and Municipal laws and regulations; and must dispense only drugs, chemicals

and pharmaceutical preparations of the best quality.

The pharmacist must exercise his professional responsibility relative to the sale of exempt narcotic preparations in order to prevent harm to consumers thereof.

The Employer will carry an insurance policy in the amount of \$25,000 for each person in each accident, and in the aggregate, \$75,000 per twelve (12) month period, in order to protect the pharmacist while working on the job against any civil losses for incorrect compounding of prescriptions. The Employer shall make available to the Union evidence of such coverage.

Add CODE OF ETHICS STATEMENT PROTECTING THE UNION

Change Section 6, Paragraph (b) to read:

It is understood that any week in which a holiday falls shall be a thirty-two (32) hour, four-day week. However, the fifth day other than the holiday if worked will be paid at straight time hourly rates with the exception that this will not apply if a man is regularly working in excess of five days. Then, all work performed in excess of 32 hours or four days during such holiday week shall be paid at the over-time rates.



THE FOLLOWING INCREASES AND CHANGES IN CLASSIFICATION HAVE BEEN AGREED UPON:

	<u>December 1, 1960</u> <u>Increase</u>	<u>May 16, 1961</u> <u>Increase</u>	<u>January 16, 1962</u> <u>Increase</u>
Pharmacist	\$ 5.00	\$ 5.00	\$ 5.00
Clerk	2.00 - - -	2.00 - - -	3.00 - - -

Head Salesperson --- \$ 10.00 over the scale for a journeyman male clerk ?  
Head Receiving Clerk --- \$ 10.00 over the scale for a journeyman male clerk

THE FOLLOWING WILL BE THE NEW SCALE OF WAGES:

<u>PHARMACISTS</u> <u>Male and Female</u>	<u>Dec. 1, 1960</u> <u>Per Week</u>	<u>May 16, 1961</u> <u>Per Week</u>	<u>Jan. 16, 1962</u> <u>Per Week</u>
HEAD PHARMACISTS	\$ 155.00	\$ 160.00	\$ 165.00
REGISTERED PHARMACISTS:			
Journeyman---6 months or more experience after registration	150.00	155.00	160.00
0 to 6 months' experience after registration	140.00	145.00	150.00
GRADUATE PHARMACISTS:			
8 to 12 months' experience	125.00	130.00	135.00
4 to 8 months' experience	121.00	121.00	125.00
0 to 4 months' experience	100.00	100.00	100.00
CLERKS			
HEAD SALESPERSON	97.00	99.00	102.00
HEAD RECEIVING CLERK	97.00	99.00	102.00
DISPLAYMEN	97.00	99.00	102.00
UTILITY CLERK (See definition below)	74.50	76.50	79.50
DELIVERY BOYS AND STORE HELPERS:			
Male only, High School Students (per hour) 1.50 (Using own car, \$15.00 extra per week)		1.50	1.50
MALE CLERKS:			
Photo Equipment (See definition below)	92.00	94.00	97.00
Salespersons, Pharmacists' Assistants, Receiving and Shipping Clerks, and Displaymen Helpers:			
Journeyman, over 12 months' experience	87.00	89.00	92.00
Beginner:			
8 to 12 months' experience	81.00	83.00	86.00
4 to 8 months' experience	78.00	80.00	83.00
0 to 4 months' experience	74.50	76.50	79.50
FEMALE CLERKS:			
Photo Equipment (See definition below)	82.00	84.00	87.00
Demonstrator (One who sells and demon- strates a definite product exclusive- ly)	77.00	79.00	82.00
Salespersons and Clerk-Typists in Prescription Department:			
Journeyman, over 12 months' experience	77.00	79.00	82.00
Beginner:			
8 to 12 months' experience	71.00	73.00	76.00
4 to 8 months' experience	67.00	69.00	72.00
Up to 4 months' experience	64.00	66.00	69.00

DEC 27 1960

U. S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON 25, D. C.

November 30, 1960

Stanley C. Peters,  
~~Mr. x Ronald F. x Meeker~~, Secretary-Treasurer  
International Association of Retail Clerks #1105 #330  
552 Denny Way  
Seattle 9, Washington

Dear ~~Mr. x Meeker~~ Mr. Peters:

We have in our file of collective bargaining agreements a copy of your agreement with the Seattle-King County Retail Druggists Association. This agreement expired September 1960.

Would you please send us a copy of your current agreement—with any supplements and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

In addition, please provide the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage.

I should like to remind you that our agreement file is open to your use, except for material submitted with a restriction on public inspection.

Very truly yours,

*Ewan Clague*  
Ewan Clague  
Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 1300
2. Number and location of establishments covered by agreement 250  
King County, Washington, and vicinity
3. Product, service or type of business pharmacies - retail sales
4. If previous agreement has been extended without change, indicate new expiration date \_\_\_\_\_

Secretary - Treasurer

(Your name)

(Position)

R.C.I.A. Local 330, 552 Denny Way,  
(Street)Seattle 9, Washington  
(City and State)



